

SETTLEMENT
AGREEMENT

The undersigned parties, Plaintiff Breathe LLC and Tyler Glover and Defendant Josh Kimmel, agree to the terms of this Settlement Agreement (the "Agreement") as follows:

1. Upon execution of this Agreement and satisfaction of the conditions described herein, the parties, now and forever, settle and compromise the doubtful and disputed claims contained in the Breathe LLC v. Metro Tablet et al., United States Federal District Court for the Southern District of New York, Docket No. 1:15-cv-06403-RA-KNF (the "Lawsuit") without any admission of liability by either party to avoid the unnecessary expense of further litigation.
2. As consideration for this Agreement, the parties shall perform the following: (1) Defendant Josh Kimmel shall pay \$1,000 to Plaintiff on or before April 1, 2018; (2) Plaintiff shall dismiss the Lawsuit with prejudice; and (3) the parties shall and hereby do mutually release each other from any and all claims made or which could have been made in the Lawsuit, now and forever.
3. This Agreement can be executed in counterparts, electronic delivery is acceptable, no amendment of this Agreement shall be effective unless in writing and signed by each of the parties, time is of the essence, and each party has been advised or has had the opportunity to be advised counsel as to the legal significance of the terms of this Agreement and enter into this agreement voluntarily and own their own accord.

Agreed to by:

DEFENDENT

Date



6-27-2017

JOSH KIMMEL

PLAINTIFF BREATHE LLC AND TYLER GLOVER



6/27/2017

TYLER GLOVER

Date

Owner

TITLE